IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Owlett et al.

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Examiner: Woldemariam, Nega

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Title: **METHODS, APPARATUS AND COMPUTER PROGRAMS FOR GENERATING AND/OR USING CONDITIONAL ELECTRONIC SIGNATURES FOR REPORTING STATUS CHANGES**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REPLY BRIEF

This Reply Brief is in reply to the Examiner's Answer mailed February 20, 2011.

GROUND OF REJECTION 1

Claims 1 and 27-49 stand rejected under 35 U.S.C. § 103(a) as allegedly being

unpatentable over Ishibashi et al. US Publication No.: 7,099,846 B1 (hereinafter Ishibashi) in

view of Sudia et al. US Patent No. 5,995,625 (hereinafter Sudia).

Claims 1, 34, and 42

Appellants respectfully contend that claims 1, 34, and 42 are not unpatentable over

Ishibashi in view of Sudia, because Ishibashi in view of Sudia does not teach or suggest each and

every feature of claims 1, 34, and 42.

A first example of why claims 1, 34, and 42 are not unpatentable over Ishibashi in view

of Sudia is that Ishibashi in view of Sudia does not teach or suggest the feature: "hashing the data

item to generate a digest of the data item; ... setting a reference digest equal to the digest of the

data item; ... said processing in each iteration comprising concatenating the reference digest with

the unique condition digest of the iteration to generate a concatenand".

The Examiner's Answer, pages 3-4 argues: "As to claim 1, Ishibashi teaches ... **the data**

item to generate a digest of the data item (see Ishibashi col. 15 lines 5—7, generating

message/data digest); ... **setting a reference digest equal to the digest of the data item** (see

Ishibashi col. 23 lines 20—25 and Fig. 26, electronic signatures stored for conditions to the

information/data item); ... Sudia teaches ... **said processing in each iteration comprising**

concatenating the reference digest with the unique condition digest of the iteration to

generate a concatenand ... (see Sudia Fig. 2, Fig. 8 and col. 8 line 55—59, a hash of the

acceptance phrase/condition is combined/concatenated with a hash of the issuing policy statement/condition repeatedly with other key information such as random value to form key value)".

In response, Appellants assert that the phrases "the digest of the data item" and "a digest of the data item" refer to the same data item due to antecedent basis considerations of "the digest of the data item" with respect to "a digest of the data item". Therefore, due to the rules of antecedent basis, the "data item" in the "setting" step must be the same "data item" as in the first iteration of the loop, which is violated by the combination of Ishibashi and Sudia.

Specifically, the "data item" referred in the citations to Ishibashi, col. 15 lines 5-7 and col. 23, lines 20-25 in the Examiner's Answer is an electronic signature. In contrast, the "data item" referred in the citation to Sudia, col. 8, line 55-59 in the Examiner's Answer is an acceptance phrase/condition, an issuing CA policy statement/condition, or a random value. Therefore, the combination of Ishibashi and Sudia does not disclose the same "data item" in the "setting" step as in the first iteration of the loop, in violation of antecedent basis constraints imposed on claims 1, 34, and 42.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

In "Response to Argument", page 15, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: the appelant argued the cited claim limtations refferd to the same data item due to antecedent basis considerations and that is being violated by the combination of Ishibashi and Sudia. However the combination is made to teach the underline technology that could be applied in order to realize the claimed limitations, it

is not made to teach the prticular data item. One of ordenary skilled in the art would understand that the technique could be applied to the same data item or multiple data items. In addition the technique of "hashing the data item to generate the digest of the data item" is taught by Sudia (see Sudia col. 5, lines 15-19, digest function such as a hashing function or the like is applied to the data by CPU); "setting a reference digest equal to the digest of the data item" is taught by Sudia (see Sudia col. 17, lines 22-26, digital certificate, signature, or other message "including digest of the data" which contains a wrapped field or component may contain a reference identifier or locator to assist the recipient in obtaining the required terms and conditions document); and "said processing in each iteration comprising concatenating the reference digest with the unique condition digest of the iteration to generate a concatenand" is taught by Sudia (see Sudia Fig. 2, Fig. 8 and col. 8 line 55-59, a hash of the acceptance phrase/condition is combined/concatenated with a hash of the issuing policy statement/condition repeatedly with other key information such as random value to form key value)"

In response, Appellants notes that Ishibashi, col. 15 lines 5-7 and col. 23, lines 20-25 disclose hashing an electronic signature. In addition, Sudia, col. 8, line 55-59 disclose combining a hash of an acceptance phrase with a hash of an issuing CA policy and/or random value.

Appellants assert that an electronic signature is not of an issuing CA policy and/or random value. Accordingly, the combination of Ishibashi and Sudia does not satisfy the limitation in claims 1, 34, and 42 imposed by the aforementioned antecedent basis requirement. Appellants respectfully contend that the requirement for satisfying antecedent basis is a fundamental legal standard that functions as a limitation for claim construction.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1,

34, and 42.

A second example of why claims 1, 34, and 42 are not unpatentable over Ishibashi in view of Sudia is that Ishibashi in view of Sudia does not teach or suggest the feature: "said processing in each iteration comprising concatenating the reference digest with the unique condition digest of the iteration to generate a concatenand".

The Examiner's Answer, page 4 argues: "Sudia teaches ... **said processing in each iteration comprising concatenating the reference digest with the unique condition digest of the iteration to generate a concatenand** ... (see Sudia Fig. 2, Fig. 8 and col. 8 line 55—59, a hash of the acceptance phrase/condition is combined/concatenated with a hash of the issuing policy statement/condition repeatedly with other key information such as random value to form key value)".

In response, Appellants note that Sudia, col. 8, lines 55-59 recites: "A hash of the acceptance phrase 66' is then *combined* with a hash of the issuing CA policy statement 64 (and, if appropriate, the other key information, for example, a random value, 58 obtained from the certificate 38) to form a key value KV' 62'." (emphasis added)

Appellants assert that the preceding quote from Sudia, col. 8, lines 55-59 does not discloses *concatenating* hashes as claimed, bur rather discloses *combining* hashes. Appellants assert that the scope of "combining" is broader than "concatenating". For example, two hashes may be combined by any logical operator such as AND, OR, NOR, NAND, etc. Thus, Sudia, col. 8, lines 55-59 does not discloses concatenating hashes as claimed

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1,

34, and 42.

In "Response to Argument", page 16, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: the appellant assert that the cited referance does not disclose concatenating has as claimed, however the appellant pointed out Sudia teaches combining and combinining is broader than concatenating and that means concatination is included in combination that is concatination is a subset of combining. In addition Ishibashi teachtes concatenation (see Ishibashi col. 27, lines 44-45, concatenation RI.parallel.R2 encrypted with its own public key)"

In response, Appellants respectfully contend that, since the Examiner's Answer acknowledges that "combining" is broader than "concatenating ", it follows that "concatenating" is narrower than "combining". Therefore, since the argument pertaining to Sudia in the Examiner's Answer is based on "combining" and not on "concatenating", Appellants assert that Sudia does not disclose the further limitation imposed by "concatenating".

In addition, Appellants assert that if the preceding argument in the Examiner's Answer were correct, then disclosure by a reference on an independent claim would imply disclosure by the reference of a dependent claim, since an independent claim is broader than a dependent claim and the dependent claim is a subset of the independent claim. As is well established, however, disclosure by a reference on an independent claim does not imply disclosure by the reference of a dependent claim.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

A third example of why claims 1, 34, and 42 are not unpatentable over Ishibashi in view of Sudia is that Ishibashi in view of Sudia does not teach or suggest the feature: "iteratively processing a unique condition digest of the one or more condition digests in each iteration of a loop for a sufficient number of iterations to process all of said condition digests, *said processing in each iteration comprising concatenating the reference digest with the unique condition digest of the iteration to generate a concatenand and hashing the concatenand to generate a hashed concatenand that serves as the reference digest for the next iteration if the next iteration is performed*, each unique condition digest being a different condition digest in each iteration of the loop, the regenerated reference digest of the last iteration of the loop being a last digest ..., wherein the one or more conditions is a plurality of conditions".

Thus, the preceding claimed feature requires:

(i) the initially set reference digest is the hash of the data item;

(ii) the hashed concatenand computed in iteration 1 is a concatenation of the initially set reference digest and a first unique condition digest;

(iii) the hashed concatenand computed in iteration 2 is a concatenation of the hashed concatenand computed in iteration 1 and a second unique condition digest;

(iv) the hashed concatenand computed in iteration 3 is a concatenation of the hashed concatenand computed in iteration 2 and a third unique condition digest; etc.

Thus, the preceding claimed feature requires that the hashed concatenand computed in iteration N is a concatenation of the hashed concatenand computed in iteration N-1 and a Nth unique condition digest, which Sudia does not disclose.

The Examiner's Answer, page 4 relies on Sudia as allegedly disclosing the preceding

feature of claims 1, 34, and 42. In particular, the Examiner's Answer argues: "Sudia teaches(see Fig. 1, and col. 7 lines 30—35 unique conditions, acceptance phrase and optionally other data can first be combined and then their combination can be digested repeatedly/iteratively)".

In response, Appellants assert that Sudia, FIG. 1 discloses that a wrap key 30 is computed (e.g., in a first iteration) as a combination of digest of conditions 14, a digest of acceptance phrase 20, and a digest of other data 26, and the wrap key 30 is used to wrap data 32 to generate wrapped data 36 (see also Sudia, col. 6, lines 18-22). Sudia does not disclose that the wrap key computed in the second iteration is computed as a combination of the wrap key computed in the first iteration and other parameters (a digest of conditions 14, a digest of acceptance phrase 20, a digest of other data 26).

The Examiner's Answer, page 4 also cites Sudia, col. 19, lines 57-67. To comprehend the preceding citation in the Examiner's Answer, Appellants note that Sudia, col. 19, lines recite : "If the wrapped digital data consists of a signature on a specific business transaction, the wrapping process can require the recipient to obtain additional information from a third party. For example, the sender who wraps the digital data may possess a document from a third party pertaining (for example) to the subsequent use of the wrapped digital data. This agreement may be hashed in computing the wrap and unwrap keys, so that the recipient of the wrapped signature must also obtain that additional documentation from the third party and agree to its contents when computing the unwrap key. *That document could in turn also be wrapped (either in its entirety, or as to its signature) under another set of conditions*, giving rise to a chain of conditions that must be assented to in order to validate the wrapped signature on the first transaction. If the additional document were to contain a sequentially numbered value along with

a random value, then the recipient's use of a series of wrapped data messages can be made contingent on obtaining a series of numbered documents from a third party. This has significant implications for the design of cryptographic transaction control systems." (emphasis added)

In response, Appellants respectfully contend that the preceding quote from Sudia, col. 19, lines 57-67 does not disclose that the wrap key computed in the second iteration is computed as a combination of the wrap key computed in the first iteration and other parameters (a digest of conditions 14, a digest of acceptance phrase 20, a digest of other data 26). Rather, the wrap key computed in the second iteration is computed as a combination of the document (or the document's signature) another set of conditions 10 (and possibly parameters such as a digest of acceptance phrase 16 and a digest of other data 22). Sudia, col. 19, lines 57-67 does not disclose that the wrap key computed in one iteration is combined with other data to compute another wrap key in a next iteration.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

In "Response to Argument", page 17, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: As the appellant indicated on his argument Sudia teaches digest of conditions, digest of acceptance phrase, hashing of conditions, combine the data and the hashed conditions, and wrap using encryption key (see Sudia Fig. 9-12 and col. 12, lines 53-59, the wrap key is formed from the combination of the hashes of the conditions and the hashes of the acceptance phrases). In addition the document could be wrapped using hash chaining, that is iteratively (see Sudia col. 17, lines 10-14, hash chaining, such as by including a hash of the previous database record in the current one, and then including a hash of

the current record in the next record, and so on). As to each condition being unique (see Sudia col. 19 lines 57-67, the document could be wrapped either in its entirety, or as to its signature under another set of conditions, giving rise to a chain of conditions that must be assented)".

In response, Appellants note that Sudia, col. 17, lines 8-21 (which the preceding argument in the Examiner's Answer relies upon) recites: "When recording the glyph value, UID, and buyer identification in the database, the seller may protect the integrity of those database entries by a method of hash chaining, such as by including a hash of the previous database record in the current one, and then including a hash of the current record in the next record, and so on, as is known in the prior art... Thus, with reference to FIGS. 1 and 3, data 32 can be watermarked digital data or digital data with a glyph, and the watermark or glyph is used as part of the other data 22 when forming the wrap key value 30 (or unwrap key value 30')."

Appellants respectfully contend that the preceding quote from Sudia, col. 17, lines 8-21 does not disclose that the wrap key computed in the second iteration is computed as a combination of the wrap key computed in the first iteration and other parameters. Rather, the other data 22 is a database record that is hashed in each iteration and then the hash of the database record of other data 22 is combined in the next iteration with the digest of conditions 14, the digest of acceptance phrase 20, and the digest of other data 26. Sudia, col. 17, lines 8-21 does not disclose that the wrap key computed in one iteration is combined with other data to compute another wrap key in a next iteration.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

A fourth example of why claims 1, 34, and 42 are not unpatentable over Ishibashi in view of Sudia is that Ishibashi in view of Sudia does not teach or suggest the feature: "the regenerated reference digest of the last iteration of the loop being a last digest; and encrypting the last digest to generate a digital signature block that represents the data item and the one or more conditions and enables cryptographic verification of both the data item and the one or more conditions, said encrypting comprising signing the last digest with a digital signature, wherein the one or more conditions is a plurality of conditions".

The Examiner's Answer, pages 4-5 argues: "Sudia teaches ... **the regenerated reference digest of the last iteration of the loop being last digest** (see Sudia col. 19 lines 57—67, wrapped signature/digest condition, product or data be wrapped creating a series of wrapped data); **and encrypting the last digest to generate a digital signature block that represents the data item and the one or more conditions and enables cryptographic verification of both the data item and the one or more conditions, said encrypting comprising signing the last digest with a digital signature** (se Sudia Fig. 8 and col. 11 lines 45-64, multiple condition, acceptance phrase and data may be wrapped combined hashed and encrypted)".

In response, Appellants assert that the language of claims 1, 34, and 42 requires the last reference digest to be the value of the wrap key 30 in Sudia, FIG. 1 computed in the last iteration, because the reference digest in each iteration is claimed to be a hashing of the concatenation of the reference digest of the preceding iteration and the unique condition digest. In addition, the preceding claimed feature requires that a digital signature signs the last reference digest (i.e., the wrap key 30). However, Sudia does not disclose that a digital signature signs the wrap key 30 which is the last reference digest. To the contrary, Sudia, col. 6, lines 22-23 discloses that the

wrap key 30 is used to wrap the data 32 to produce the wrapped data 36.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

In "Response to Argument", pages 17-18, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the preceding claimed feature requires that the last reference digest to be signed with a digital signature. Sudia teaches that digital signiture used to signe the last reference digest (see Suidia Fig. 6A Subscribers certificate box 60, CA signature). That is signing the last digest with a digital signature."

In response, Appellants reiterate that the preceding feature of claims 1, 34, and 42 requires a digital signature that signs the last reference digest (i.e., the wrap key). Thus, the preceding feature of claims 1, 34, and 42 requires a digital signature that signs the wrap key.

Appellants note that Sudia, col. 9, lines 33-37 recites: "As shown in the embodiment of FIG. 6A, a subscriber's public key 48 is wrapped and then the wrapped public key 48' is inserted in the subscriber's certificate 38. This certificate 38 is then signed by the CA to form a CA signature 60 which is appended to the certificate 38."

Therefore, the CA signature 60 in Sudia, FIG. 6A is not a signature that signs the last reference digest (i.e., signs the wrap key 48), but rather is a signature that signs the entire certificate 38 which includes the following items: certificate number 40, CA name 42, subscriber name 44, algorithm OID 46, wrap key 48, extension phrase 50, extension policy 52, validity period 54, other information 56, and random value 58.

In other words, the CA certificate 38 is not the last reference digest, because the CA

certificate 38 includes items 40, 42, 44, 46, 50, 52, 54, 56, and 58 in addition to the wrap key 48. Accordingly, the CA signature 60 Sudia, FIG. 6A does not sign the last reference digest.

Therefore, Ishibashi in view of Sudia does not disclose the preceding feature of claims 1, 34, and 42.

Based on the preceding arguments, Appellants respectfully maintain that claims 1, 34, and 42 are not unpatentable over Ishibashi in view of Sudia, and that claims 1, 34, and 42 are in condition for allowance.

Claims 27, 35, and 43

Since claims 27, 35, and 43 respectively depend from claims 1, 34, and 42 which Appellants have argued *supra* to not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a), Appellants maintain that claims 27, 35, and 43 are not unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In addition with respect to claims 27, 35, and 43, Appellants assert that Ishibashi in view of Sudia does not disclose the feature: "wherein said signing is performed by a signer and represents acceptance of the data item by the signer subject to the one or more conditions".

The Examiner's Answer, page 5 argues: "As to 27, the combination of Ishibashi and Sudia teaches **the method, wherein said signing is performed by a signer and represents acceptance of the data item by the signer subject to the one or more conditions** (see Sudia col. 2 lines 61-65, a particular pass phrase indicating acceptance of conditions of digital data)".

In response, Appellants assert that the allegation in the Examiner's Answer that a

particular pass phrase indicating acceptance of conditions of digital data is unrelated to the claimed limitation that the signer performs signing the last digest with a digital certificate (see claims 1, 34, and 42). Thus, the argument in the Examiner's Answer does not make sense and is therefore not persuasive.

Accordingly, claims 27, 35, and 43 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In "Response to Argument", page 18, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the pass phrase indicating acceptance of conditions of digital data is unrelated to the claimed limitation. However, (see Sudia col. 2 lines 61-65, a particular pass phrase indicating acceptance of conditions of digital dat). A person with ordinary skill in the art would not be able to assertain a substantive difference between the claimed limitation and the cited referance. In addition appellant's arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references."

In response, Appellants note that the preceding argument in "Response to Argument" does not explain how the disclosure in Sudia, col. 2 lines 61-65 of "a particular pass phrase indicating acceptance of conditions of digital data" discloses the claimed limitation of "said signing is performed by a signer and represents acceptance of the data item by the signer subject to the one or more conditions".

Appellants respectfully contend that the allegation in the preceding argument in the Examiner's Answer that a person of ordinary skill in the art would understand what the

Examiner's Answer is unable to explain is not persuasive.

Thus, Appellants respectfully contend that the Examiner's Answer has not established a *prima facie* case of obviousness in relation to claims 27, 35, and 43.

Accordingly, claims 27, 35, and 43 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

Claims 28, 36, and 44

Since claims 28, 36, and 44 respectively depend from claims 1, 34, and 42 which Appellants have argued *supra* to not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a), Appellants maintain that claims 28, 36, and 44 are not unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In addition with respect to claims 28, 36, and 44, Appellants assert that Ishibashi in view of Sudia does not disclose the feature: "wherein said signing is performed by a signer and represents acceptance of the data item by the signer, and wherein said acceptance is not subject to the one or more conditions".

The Examiner's Answer, page 5 argues: "As to 28, the combination of Ishibashi and Sudia teaches **the method, wherein said signing is performed by a signer and represents acceptance of the data item by the signer, and wherein said acceptance is not subject to the one or more conditions** (see Sudia col. 8 lines 32—42 the subscriber accept and digitally sign acceptance of conditions)".

In response, Appellants assert that the allegation in the Examiner's Answer that the subscriber accepts and digitally signs acceptance of conditions is unrelated to the claimed

limitation that the signer performs signing the last digest with a digital certificate (see claims 1, 34, and 42) wherein the acceptance is not subject to the one or more conditions. Thus, the argument in the Examiner's Answer does not make sense and is therefore not persuasive.

Accordingly, claims 28, 36, and 44 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In "Response to Argument", page 19, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the pass phrase indicating acceptance of conditions of digital data is unrelated to the claimed limitation. However, However, (see Sudia col. 2 lines 61-65, a particular pass phrase indicating acceptance of conditions of digital dat). A person with ordinary skill in the art would not be able to assertain a substantive difference between the claimed limitation and the cited referance. In addition appellants' arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references."

In response, Appellants note that the preceding argument in "Response to Argument" does not explain how the disclosure in Sudia, col. 2 lines 61-65 of "a particular pass phrase indicating acceptance of conditions of digital data" discloses the claimed limitation that the signer performs signing the last digest with a digital certificate (see claims 1, 34, and 42) wherein the acceptance is not subject to the one or more conditions.

Appellants respectfully contend that the allegation in the preceding argument in the Examiner's Answer that a person of ordinary skill in the art would understand what the Examiner's Answer is unable to explain is not persuasive.

Thus, Appellants respectfully contend that the Examiner's Answer has not established a *prima facie* case of obviousness in relation to claims 28, 36, and 44.

Accordingly, claims 28, 36, and 44 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

Claims 29, 37, and 45

Since claims 29, 37, and 45 respectively depend from claims 1, 34, and 42 which Appellants have argued *supra* to not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a), Appellants maintain that claims 29, 37, and 45 are not unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In addition with respect to claims 29, 37, and 45, Appellants assert that Ishibashi in view of Sudia does not disclose the feature: "generating a communication, wherein the communication comprises the digital signature block, the data item, and the one or more conditions; and sending the communication across a network to a recipient".

The Examiner's Answer, pages 5-6 argues: "As to 29, the combination of Ishibashi and Sudia teaches **the method, said method further comprising: generating a communication, wherein the communication comprises the digital signature block, the data item, and the one or more conditions; and sending the communication across a network to a recipient** (see Sudia col. 19, lines 37—46, sending wrapped digital data and conditions over a network including digital signature)".

In response, Appellants respectfully contend that the preceding claimed feature requires sending a communication across a network to a recipient. The communication must comprise

the digital signature block, the data item, and the one or more conditions, which is not disclosed in Sudia col. 19, lines 37-46. Appellants assert that Sudia col. 19, lines 37-46 discloses sending the wrapped digital data 36 and conditions to the recipient, but does not disclose sending the digital signature block to the recipient.

Accordingly, claims 29, 37, and 45 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In "Response to Argument", page 19, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the cited referance does not teach the claimed limitation. However, (see Sudia col 19, lines 37-46, sending wrapped digital data and conditions over a network including digital singnature). A person with ordinary skill in the art would not be able to assertain a substantive difference between the claimed limitation and the cited referance. In addition appellants' arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references."

In response, Appellants respectfully contend that Sudia does not disclose that the wrapped data 36 sent to the recipient includes the digital signature block. Sudia, col. 6, lines 4-7 discloses that the wrapped data 36 is data 32 that is wrapped. Sudia, col.17, lines 18-19 recites: "data 32 can be watermarked digital data or digital data with a glyph", which does not disclose that the data 32 (and thus the wrapped data 36) includes the digital signature block.

Appellants note that the preceding argument in "Response to Argument" does not explain how the disclosure in Sudia, col. 19, lines 37-46 discloses that the the wrapped data 36 sent to

the recipient includes the digital signature block.

Appellants respectfully contend that the allegation in the preceding argument in the Examiner's Answer that a person of ordinary skill in the art would understand what the Examiner's Answer is unable to explain is not persuasive.

Thus, Appellants respectfully contend that the Examiner's Answer has not established a *prima facie* case of obviousness in relation to claims 29, 37, and 45.

Accordingly, claims 29, 37, and 45 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

Claims 30, 38, and 46

Since claims 30, 38, and 46 respectively depend from claims 1, 34, and 42 which Appellants have argued *supra* to not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a), Appellants maintain that claims 30, 38, and 46 are not unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In addition with respect to claims 30, 38, and 46, Appellants assert that Ishibashi in view of Sudia does not disclose the feature: generating a communication, wherein the communication comprises the digital signature block and does not comprise the data item and does not comprise the one or more conditions; and sending the communication across a network to a recipient"".

The Examiner's Answer, page 6 argues: "As to 30, the combination of Ishibashi and Sudia teaches **the method, said method further comprising: generating a communication, wherein the communication comprises the digital signature block and does not comprise the data item and does not comprise the one or more conditions; and sending the**

communication across a network to a recipient (see Sudia col. 12, lines 1-7, key value digital signature is sent to verify the wrapped content and condition)".

In response, Appellants respectfully contend that Sudia col. 12, lines 1-7 discloses generating a key value. However, Sudia col. 12, lines 1-7 does not disclose that the generated key value comprises the digital signature block and does not comprise the data item and does not comprise the one or more conditions. Furthermore, Sudia col. 12, lines 1-7 does not disclose that the generated key value is sent across a network to a recipient.

Accordingly, claims 30, 38, and 46 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In "Response to Argument", page 20, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the cited referance does not teach the claimed limitation. However, (see Sudia col. 12, lines 1-7, key value digital signature is sent to verify the wrapped content and condition). Examiner has pointed out particular references contained in the prior arts of record in the body of this action for the convenience of the appellant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. Appellant should consider the entire prior art as applicable as to the limitations of the claims. It is respectfully requested from the appellant, in preparing the response, to consider fully the entire references as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior arts or disclosed by the examiner"

In response, Appellants respectfully contend that the preceding argument in "Response to

Argument" does not explain how the disclosure in Sudia col. 12, lines 1-7 and in other unspecified portions of Sudia explains the preceding feature of claims 30, 38, and 46.

Appellants respectfully contend that the suggestion in the preceding argument in the Examiner's Answer that Appellants should be able to understand in Sudia what the Examiner's Answer is unable to explain is not persuasive.

Thus, Appellants respectfully contend that the Examiner's Answer has not established a *prima facie* case of obviousness in relation to claims 30, 38, and 46.

Accordingly, claims 30, 38, and 46 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

Claims 31, 39, and 47

Since claims 31, 39, and 47 respectively depend from claims 1, 34, and 42 which Appellants have argued *supra* to not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a), Appellants maintain that claims 31, 39, and 47 are not unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In addition with respect to claims 31, 39, and 47, Appellants assert that Ishibashi in view of Sudia does not disclose the feature:

"hashing a new condition to generate a digest of the new condition;

concatenating the digital signature block with the digest of the new condition to generate a new digest;

hashing the new digest to generate a hashed new digest; and

encrypting the hashed new digest to generate a new digital signature block that represents

the data item, the one or more conditions, and the new condition and enables cryptographic verification of the data item, the one or more conditions, and the new condition".

The Examiner's Answer, page 6 argues: "As to 31, the combination of Ishibashi and Sudia teaches **the method, wherein the method further comprises: hashing a new condition to generate a digest of the new condition; concatenating the digital signature block with the digest of the new condition to generate a new digest; hashing the new digest to generate a hashed new digest; and encrypting the hashed new digest to generate a new digital signature block that represents the data item, the one or more conditions, and the new condition and enables cryptographic verification of the data item, the one or more conditions, and the new condition** (se Sudia Fig. 8 and col. 11 lines 45-64, multiple condition, acceptance phrase and data may be wrapped combined hashed and encrypted)".

In response, Appellants assert that in in Sudia, FIG. 8, the new conditions 64 are hashed to generate a digest of the new conditions. However, the digital signature block 82 is not concatenated with the hash of the new conditions 64 (i.e., the new digest) as claimed.

Accordingly, claims 31, 39, and 47 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

In "Response to Argument", page 21, the Examiner's Answer argues: "The Examiner respectfully disagrees with appellant for the following reasons: Appellant assert that the cited referance does not teach the claimed limitation. However, (see Sudia Fig. 8 and col. 11 lines 45-64, multiple condition, acceptance phrase and data may be wrapped combined hashed and encrypted). Examiner has pointed out particular references contained in the prior arts of record in the body of this action for the convenience of the appellant. Although the specified citations are

representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. Appellant should consider the entire prior art as applicable as to the limitations of the claims. It is respectfully requested from the appellant, in preparing the response, to consider fully the entire references as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior arts or disclosed by the examiner"

In response, Appellants respectfully contend that the preceding argument in "Response to Argument" does not explain how the disclosure in Sudia FIG. 8 and col. 11, lines 45-64 and in other unspecified portions of Sudia explains the preceding feature of claims 31, 39, and 47.

Appellants respectfully contend that the suggestion in the preceding argument in the Examiner's Answer that Appellants should be able to understand in Sudia what the Examiner's Answer is unable to explain is not persuasive.

Thus, Appellants respectfully contend that the Examiner's Answer has not established a *prima facie* case of obviousness in relation to claims 31, 39, and 47.

Accordingly, claims 31, 39, and 47 are not be unpatentable over Ishibashi in view of Sudia under 35 U.S.C. §103(a).

SUMMARY

In summary, Appellants respectfully requests reversal of the February 17, 2010 Office Action rejection of claims 1 and 27-49.

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/ Jack P. Friedman /
Jack P. Friedman
Registration No. 44,688

Customer No. 30449
Schmeiser, Olsen & Watts
22 Century Hill Drive - Suite 302
Latham, New York 12110
Telephone (518) 220-1850
Facsimile (518) 220-1857
E-mail: jfriedman@iplawusa.com